

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

|                                  |   |                              |
|----------------------------------|---|------------------------------|
| NINO TANDASHVILI,                | : | Civil Action No.: 15-CV-4279 |
| Plaintiff                        | : |                              |
| v.                               | : |                              |
| ULTIMATE SERVICES FOR YOU, INC., | : |                              |
| LEONID BERLINKOV and             | : |                              |
| LYUDMILA BERLINKOV               | : |                              |
| Defendants.                      | : |                              |

**SETTLEMENT AND RELEASE AGREEMENT**

**WHEREAS**, Nino Tandashvili (“Plaintiff”) commenced an action against Ultimate Services for You, Inc., Leonid Berlinkov and Lyudmila Berlinkov (each singularly hereinafter referred to as “Defendant,” and collectively hereinafter referred to as “Defendants”) on or about July 15, 2015, in the United States District Court for the Eastern District of New York (hereinafter, the “Court”), presently bearing Docket 15-cv-4279 (hereinafter, the “Action”) alleging unlawful employment practices;

**WHEREAS**, Defendants requested to move to dismiss on or about September 25, 2015, and have contended that Plaintiff’s allegations are unfounded and lack merit;

**WHEREAS**, Plaintiff and Defendants (each singularly hereinafter referred to as a “Party,” and collectively hereinafter referred to as “Parties”) desire to fully and finally resolve and settle in full all claims that a Plaintiff has, had, or may have against any other, by way of this Settlement and Release Agreement (“Agreement”);

**WHEREAS**, Plaintiff's counsel of record in the Action and Defendants' counsel of record in the Action have negotiated extensively in good faith to reach a settlement acceptable to the Parties which constitutes a reasonable compromise of Plaintiff's respective claims, Defendants' respective defenses, and the *bona fide* dispute between the Parties;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, and incorporating the above "Whereas" clauses in this Agreement, the Parties agree as follows:

1. In consideration of the payment to Plaintiff by Defendants of the total gross sum of Twenty Thousand Dollars and Zero Cents (\$20,000.00) (USD) (hereinafter, the "Settlement Amount"), Plaintiff, for herself, her heirs, executors, administrators, successors and assigns and anyone who has or obtains any legal rights or claims through her, forever waive, generally release, and fully discharge Defendants, their parent(s), subsidiaries, affiliates, divisions, joint ventures and related entities and persons, their successors and assigns, and their past and present directors, officers, agents, attorneys, insurers or insurance carriers, owners, employees, and any fiduciaries of any employee benefit plan or policy in both their individual and representative capacities and each of them (collectively, with Defendants, "Releasees"), of and from any and all claims that were and/or could have been brought in this Action, including, but not limited, to any claims brought under the Fair Labor Standards Act and New York Labor Law and supporting New York regulations ("Released Claims") and any claims arising out of the employment relationship between any of the Plaintiff and any of the Releasees.
2. Within ten (10) business days of the date counsel for Defendants receive: (i) this Agreement, fully executed and signed by Plaintiff; and (ii) the Stipulation of Dismissal

(“Stipulation”) in the form attached as “Exhibit A” signed by Plaintiff’s counsel of record in the Action, the Parties will submit this Agreement to the Court for approval.

3. Provided that the Stipulation is So-Ordered by the Court, the Settlement Amount shall be paid as follows:

- (a) The breakdown of money shall be as follows: Thirteen Thousand Seventy Three Dollars and Twenty Cents (\$13,073.20) to Plaintiff Nino Tandashvili and Six Thousand Nine Hundred Twenty Six Dollars and Eighty Cents (\$ 6,926.80)to Svetlana Sobel, Esq. as recovery of costs (\$400.00) and attorneys’ fees (\$6,526.80).

- (b) On the later of (a) December 1, 2015 or (b) seven (7) days after the Court So-Orders the Stipulation, Defendants will deliver one check made out to “Svetlana Sobel, Esq., as attorneys” in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00). This amount will be distributed by Plaintiff’s counsel as follows:

- i. Thirteen Thousand Seventy Three Dollars and Twenty Cents (\$13,073.20), payable to Nino Tandashvili. This amount shall be reportable on year-end form 1099 issued to Ms. Tandashvili.

4. All payments set forth above shall be delivered to or mailed to the attention of Plaintiff’s counsel, Svetlana Sobel, Esq., 175 Eileen Way, Syosset, NY 11971.
5. Plaintiff and Plaintiff’s counsel shall provide to Defendants all appropriate IRS tax forms as requested by Defendants to assist with the issuance of the Settlement Amount.
6. Except as set forth herein, this Agreement shall not be cited in any matter for any purposes against Defendants, their affiliates, subsidiaries, predecessors, successors,

assigns, and any of their respective officers, directors, employees, administrators, benefit plans, welfare plans, deferred compensation plans or long-term incentive plans, or as proof of liability of any sort.

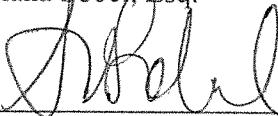
7. Plaintiff acknowledges that she has received sufficient consideration as set forth in this Agreement. Plaintiff expressly acknowledges that the release provisions herein shall be given full force and effect in accordance with each and all of the terms and provisions expressed herein, including but not limited to those terms and provisions relating to unknown or unsuspected rights, claims, demands and causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands or causes of action herein specified.
8. Defendants acknowledge that in the event payment is not rendered in accordance herewith or is dishonored after being rendered, Plaintiff shall be entitled to reinstate and fully pursue this action and seek any other remedy in law and/or in equity.
9. The Parties acknowledge that this Agreement does not constitute an admission by Defendants of any wrongful action or violation of any federal or state statute, or common law rights, including those relating to the provisions of any law or statute concerning employment actions or the payment of wages, or any other possible or claimed violation of law or rights, or an admission by Defendants that Plaintiff's claims or allegations have merit. In fact, Plaintiff acknowledges that Defendants explicitly refute and deny any claims of wrongdoing.
10. This Agreement shall not be interpreted in favor of or against either Party on account of such Party's counsel having drafted this Agreement.

11. The Parties agree that they shall execute any other instruments and/or documents that are reasonable or necessary to implement this Agreement, including, but not limited to, the Stipulation.
12. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
13. This Agreement may only be modified, altered or changed in writing, signed by the Parties.
14. This Agreement shall be subject to and governed by the laws of the State of New York without giving effect to principles of conflicts of law.
15. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. In addition, any PDF scanned copies or facsimiled copies of the Agreement executed in any number of counterparts shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. All other notices and documents set forth herein shall be delivered to counsel for Defendants, Alex Granovsky, Esq., Granovsky & Sundaresh, PLLC, 48 Wall Street, 11<sup>th</sup> Floor, New York, New York 10005, (646) 524-6001, facsimile (646) 417-5500, [ag@g-s-law.com](mailto:ag@g-s-law.com), and counsel for Plaintiff, Svetlana Sobel, Esq., 175 Eileen Way, Syosset, NY 11971, (516) 496-1903, facsimile (631) 532-4828, [ssobel@sobellawpc.com](mailto:ssobel@sobellawpc.com).

**IN WITNESS WHEREOF**, Plaintiff and Defendants, and their respective counsel, have duly executed this Settlement Agreement and Release freely and voluntarily.

Dated: 11/30, 2015

Svetlana Sobel, Esq.

By: 

Svetlana Sobel  
175 Eileen Way  
Syosset, New York 11791  
(516) 496-1903

*Attorneys for Plaintiffs*

Dated: 11/29, 2015

Granovsky & Sundares, LLP

By: 

Alex Granovsky  
48 Wall Street, 11<sup>th</sup> Floor  
New York, NY 10005  
(646) 524-6001

*Attorneys for Defendants*

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Nino Tandashvili

AGREED AND ACCEPTED:

Ultimate Services for You, Inc.

By: Leoniid BERLINKOV Title: President

Date: 11/19/15

**IN WITNESS WHEREOF**, Plaintiff and Defendants, and their respective counsel, have duly executed this Settlement Agreement and Release freely and voluntarily.

Dated: \_\_\_\_\_, 2015

Dated: \_\_\_\_\_, 2015

Svetlana Sobel, Esq.

Granovsky & Sundaresh, LLP

By: \_\_\_\_\_

By: \_\_\_\_\_

Svetlana Sobel  
175 Eileen Way  
Syosset, New York 11791  
(516) 496-1903

Alex Granovsky  
48 Wall Street, 11<sup>th</sup> Floor  
New York, NY 10005  
(646) 524-6001

*Attorneys for Plaintiffs*

*Attorneys for Defendants*

*I swear to before me  
this 9<sup>th</sup> day of November 2015*  
*Notary Public*

Nino Tandashvili

TAMILLA KHANUKAYEVA  
Notary Public, State of New York  
No. 01KH5083588  
Qualified in Kings County  
Commission Expires Aug. 18, 2017

AGREED AND ACCEPTED:

Ultimate Services for You, Inc.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

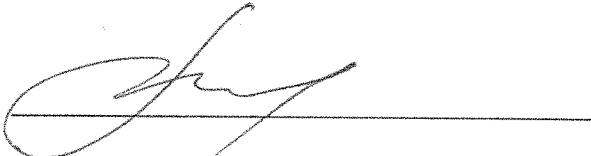
AGREED AND ACCEPTED:



Leonid Berlinkov, Individually

Date: 11/19/15

AGREED AND ACCEPTED:



Lyudmila Berlinkov, Individually

Date: 11/19/15

**EXHIBIT A**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

|                                  |   |             |
|----------------------------------|---|-------------|
| NINO TANDASHVILI,                | : | 15-cv-04249 |
| :                                |   |             |
| Plaintiff                        | : |             |
| :                                |   |             |
| v.                               | : |             |
| :                                |   |             |
| ULTIMATE SERVICES FOR YOU, INC., | : |             |
| LEONID BERLINKOV and             | : |             |
| LYUDMILA BERLINKOV               | : |             |
| :                                |   |             |
| Defendants.                      | : |             |
| :                                |   |             |

**STIPULATION OF VOLUNTARY DISMISSAL**

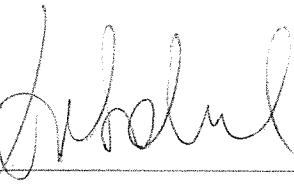
**IT IS HEREBY STIPULATED AND AGREED**, by and between the Parties in the above captioned action through their undersigned counsel that, whereas no party hereto is an infant or incompetent person for whom a committee has been appointed, and no person not a party has an interest in the subject matter of the action, in accordance with Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, the Complaint in the above-captioned action and all claims alleged therein be dismissed with prejudice, with each party to bear their own fees and costs; and further that Plaintiff is precluded from bringing any further claims under the Fair Labor Standards Act or New York Labor Law, or any federal, state or local law, or for retaliation for unpaid wages, including overtime pay for the period set forth in Plaintiff's Complaint or back pay or front pay related to or concerning that same period.

**IT IS FURTHER STIPULATED AND AGREED** that this Stipulation may be executed in counterparts with scanned PDF or facsimile signatures treated as originals

Dated: 11/30, 2015

Dated: 11/26, 2015

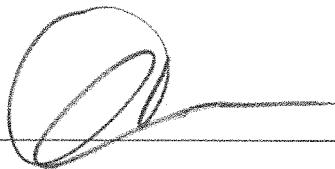
Svetlana Sobel, Esq.

By: 

Svetlana Sobel  
175 Eileen Way  
Syosset, New York 11791  
(516) 496-1903

*Attorneys for Plaintiffs*

Granovsky & Sundaresh, PLLC

By: 

Alex Granovsky, Esq.  
48 Wall Street, 11<sup>th</sup> Floor  
New York, NY 10005  
(646) 524-6001

*Attorneys for Defendants*

**SO-ORDERED**

Hon. Steven M. Gold, United States Magistrate Judge

**EXHIBIT A**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

|                                  |   |             |
|----------------------------------|---|-------------|
| NINO TANDASHVILI,                | : | 15-cv-04249 |
|                                  | : |             |
|                                  | : |             |
| Plaintiff                        | : |             |
|                                  | : |             |
|                                  | : |             |
| v.                               | : |             |
|                                  | : |             |
|                                  | : |             |
| ULTIMATE SERVICES FOR YOU, INC., | : |             |
| LEONID BERLINKOV and             | : |             |
| LYUDMILA BERLINKOV               | : |             |
|                                  | : |             |
| Defendants.                      | : |             |
|                                  | : |             |

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**IT IS FURTHER STIPULATED AND AGREED** that this Stipulation may be executed in counterparts with scanned PDF or facsimile signatures treated as originals

Dated: \_\_\_\_\_, 2015

Dated: \_\_\_\_\_, 2015

Svetlana Sobel, Esq.

Granovsky & Sundaresh, PLLC

By: \_\_\_\_\_

Svetlana Sobel  
175 Eileen Way  
Syosset, New York 11791  
(516) 496-1903

*Attorneys for Plaintiffs*

By: \_\_\_\_\_

Alex Granovsky, Esq.  
48 Wall Street, 11<sup>th</sup> Floor  
New York, NY 10005  
(646) 524-6001

*Attorneys for Defendants*

**SO-ORDERED**

---

Hon. Steven M. Gold, United States Magistrate Judge